

**AMENDED AND SUPPLEMENTAL
MORTGAGE AND SECURITY AGREEMENT**

LOUISVILLE MEDICAL CENTER, INC.

\$6,550,000

**Louisville/Jefferson County Metro Government, Kentucky
Louisville Medical Center Tax Exempt Revenue Bonds, Series 2009**

Dated

as of

August 31, 2009

AMENDED AND SUPPLEMENTAL MORTGAGE AND SECURITY AGREEMENT

THIS AMENDED AND SUPPLEMENTAL MORTGAGE AND SECURITY AGREEMENT (the "Amended and Supplemental Mortgage") is made and entered into as of August 31, 2009 by and between **LOUISVILLE MEDICAL CENTER, INC.**, a Kentucky nonprofit, nonstock corporation, with its principal place of business located at 235 Abraham Flexner Way, Louisville, Kentucky 40202 (the "Mortgagor" or "LMC"); and **U.S. BANK NATIONAL ASSOCIATION**, (as successor Trustee to Bank of Louisville, Louisville, Kentucky, the "Trustee") having a designated corporate trust office located in Louisville, Kentucky.

RECITALS

WHEREAS, the Louisville/Jefferson County Metro Government, Kentucky (the "Metro" or "Issuer") is a political subdivision of the Commonwealth of Kentucky and is authorized by Sections 103.200 to 103.286 of the Kentucky Revised Statutes, as amended (the "Act"), to issue revenue bonds and to loan the proceeds of the bonds in order to accomplish the public purposes of promoting the economic development of the Commonwealth of Kentucky (the "Commonwealth"), relieving conditions of unemployment, and encouraging the increase of industry, provided that such bonds are payable solely from the loan repayments and other revenues derived in respect of the loan and do not constitute an indebtedness of Metro within the meaning of the Constitution and laws of the Commonwealth;

WHEREAS, Louisville Medical Center, Inc. ("LMC"), a Kentucky nonstock, nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, seeks (i) to finance the acquisition, construction, equipping and installation of new equipment for the Louisville Medical Center, Inc. Steam and Chilled Water Plant, located at 235 Abraham Flexner Way, Louisville, Kentucky 40202 (the "Plant"); (ii) to pay certain bank debts incurred for the purpose of financing on an interim basis such improvements to the Plant; and (iii) to pay all necessary and reasonable expenses in connection with the issuance of the Bonds including the costs of issuance of the Bonds (collectively, the "Project");

WHEREAS, Metro, as the successor political subdivision to Jefferson County Kentucky (the "County"), pursuant to the Trust Indenture dated as of May 15, 2002, (the "Indenture") entered into by and between the County and the Trustee, and the User Contract dated as of May 15, 2002 (the "User Contract"), entered into by and between Jewish Hospital & St. Mary's Healthcare, Inc., a Kentucky nonstock, nonprofit corporation ("JHSMH"), Norton Healthcare, Inc., a Kentucky nonstock, nonprofit corporation ("Norton"); University Medical Center, Inc., a Kentucky nonstock, nonprofit corporation, d.b.a. "University of Louisville Hospital" ("U of L Hospital"); University of Louisville, a public institution of higher education and an independent instrumentality of the Commonwealth of Kentucky ("U of L"); and Kentucky Community & Technical Colleges System, a public institution of higher education existing under and by virtue of the laws of the Commonwealth of Kentucky ("JCC") (JHSMH, Norton, U of L Hospital, U of L and JCC are collectively referred to as the "User Institutions"), the County and LMC, is authorized to issue Additional Bonds on a parity basis as to security and source of payment with the County of Jefferson, Kentucky Louisville

Medical Center Refunding and Revenue Bonds, Series 2002, (the “2002 Bonds”), to expand or improve the Plant and to finance the Project;

WHEREAS, LMC is the owner of that certain real property (on which the Plant is located) having an address at 235 Abraham Flexner Way, Louisville, Kentucky 40202, and all improvements and hereditaments appertaining thereto (hereinafter referred to as the “Property”);

WHEREAS, for the purpose of securing the 2002 Bonds, on May 29, 2002, LMC granted a mortgage (the “Mortgage”) to the Trustee in the Property, and all personal property of LMC described in the Mortgage, which Mortgage is recorded at Mortgage Book 6758, Page 737 in the Office of the Clerk of Jefferson County, Kentucky;

WHEREAS, all of the conditions precedent to the issuance of Additional Bonds under the Indenture and the User Contract will have been satisfied as of the date of the issuance of the 2009 Bonds (as defined herein);

WHEREAS, Metro shall issue its Louisville/Jefferson County Metro Government, Kentucky Louisville Medical Center Tax Exempt Revenue Bonds, Series 2009 in the principal amount of \$6,550,000 (the “2009 Bonds”) as Additional Bonds under the Indenture and the User Contract, in accordance with the Bond Purchase Agreement dated August 31, 2009, by and between Metro, LMC and Fifth Third Bank, a Michigan corporation (the “Purchaser”), the Loan Agreement dated August 31, 2009, by and between Metro and LMC, and the Supplemental Trust Indenture dated August 31, 2009, by and between LMC and Trustee, all entered into in connection with the 2009 Bonds (collectively the “2009 Bond Documents”) and pursuant to the Act;

WHEREAS, as security for the 2009 Bonds, this Amended and Supplemental Mortgage is entered into so as (i) to increase the indebtedness secured by the Mortgage to include the principal amount of the 2009 Bonds, (ii) to add the 2009 Bond Documents as obligations secured by the Mortgage; and (iii) to grant a security interest in the Property and all personal property LMC now owns or hereafter acquires to the Trustee on a parity basis with the security interest so granted to the Trustee pursuant to the Mortgage.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by LMC and the Trustee, and in consideration of the foregoing recitals, which shall be construed as a part hereof for all purposes, and as security for the payment of the principal of and interest on, and all other sums provided for in the 2009 Bonds, and any extensions or renewals thereof, and for payment and performance of the agreements, conditions, covenants, provisions and stipulations contained herein and in the 2009 Bond Documents, and in any other agreements and instruments made and given by LMC to the Issuer or Trustee or Purchaser in connection therewith, LMC and the Trustee agree as follows:

SECTION 1.1. All words and terms used in the Mortgage shall have the same meanings in this Amended and Supplemental Mortgage as such terms are given in the Mortgage and shall apply to the 2009 Bonds the same as applied to the 2002 Bonds unless otherwise provided in this Amended and Supplemental Mortgage. In addition to the words and terms defined in the Mortgage, the

following words and terms shall have the following meanings, unless some other meaning is plainly intended.

“Bond Ordinance” means when used with reference to the 2009 Bonds, the ordinance providing for the issuance of the 2009 Bonds and approving the 2009 Loan Agreement, this Supplemental Indenture, the 2009 Bond Purchase Agreement and related matters. The Bond Ordinance is incorporated herein by reference.

“Bond Purchase Agreement” means, as to the 2009 Bonds, the Bond Purchase Agreement dated as of August 31, 2009, among the Issuer, the Purchaser, and LMC.

“LMC Note” means, as to the 2009 Bonds, the promissory note of LMC, dated as of August 31, 2009, in the form attached to the Loan Agreement and in the principal amount of \$6,550,000, evidencing the obligation of LMC to make Loan Payments.

“Loan Agreement” means, as to the 2009 Bonds, the Loan Agreement dated as of August 31, 2009 between the Issuer and LMC.

“Purchaser” means Fifth Third Bank, Inc., a Michigan corporation.

“Prior Debt” means, with respect to the 2009 Bonds, the bank debt incurred by LMC for the purpose of financing on an interim basis improvements to the Plan in the amount of \$ _____.

“Project” means, with respect to the 2009 Bonds, (i) the acquisition, construction, equipping and installation of new equipment of the Plant; (ii) the payment of certain bank debts incurred for the purpose of financing on an interim basis such improvements to the Plant; and (iii) the payment of all necessary and reasonable expenses in connection with the issuance of the Bonds including the costs of issuance of the Bonds.

“2009 Bonds” means the Louisville/Jefferson County, Kentucky Louisville Medical Center Tax Exempt Revenue Bonds, Series 2009 dated as of August 31, 2009, and authorized in the Bond Ordinance which are Additional Bonds under the Indenture.

“Underwriter” means the Underwriter as defined in the Mortgage and the Purchaser.

SECTION 1.2. The Mortgage is hereby amended to increase the maximum indebtedness secured by the Mortgage (exclusive of interest, advances and expenses) to \$25,000,000.00.

SECTION 1.3. The Mortgage is hereby further amended to add payment of the \$6,550,000.00 principal, and all interest on and all other sums provided pursuant to the 2009 Bonds and any extensions or renewals thereof, and payment and performance of the agreements, conditions, covenants, provisions and stipulations contained herein and in the 2009 Bond Documents, as obligations secured by the Mortgage.

SECTION 1.4. The Mortgage is hereby further amended to provide that LMC hereby bargains, sells, conveys, mortgages, warrants, assigns, transfers and grants a security interest in and

pledges unto Trustee, and unto Trustee's respective successors and assigns, all of LMC's estate, right, title and interest in the Property and all personal property LMC now owns or hereafter acquires, which personal property is more particularly set forth and described in the "Granting Clauses" contained in the Mortgage of record in Mortgage Book 6758, Page 737 in the Office of the Clerk of Jefferson County, Kentucky (the Property and such personal property being collectively referred to as the "Mortgaged Property").

SECTION 1.5. This Amended and Supplemental Mortgage is upon the express condition that, if LMC pays, or causes to be paid (i) the entire principal sum of the Bonds and the interest thereon to the Trustee, and (ii) all other sums payable by LMC to the Trustee as are secured hereby in accordance with the provisions of the Bonds, the Loan Agreement, the Indenture, the Mortgage, and this Amended and Supplemental Mortgage, at the time and in the manner specified, without deduction, fraud or delay, and LMC performs and complies with, or causes to be performed and complied with, all of the agreements, conditions, covenants, provisions and stipulations contained herein and in the Bonds, the Indenture, the Loan Agreement, the Mortgage and this Amended and Supplemental Mortgage and the estate and security interest thereby and hereby granted shall terminate, cease and be void; otherwise the Mortgage and this Amended and Supplemental Mortgage and the estate and security interest thereby and hereby granted shall be and remain in full force and effect.

SECTION 1.6. The Trustee and LMC hereby reaffirm, ratify, and confirm all representations, warranties, covenants and agreements contained in the Mortgage with respect to 2002 Bonds and make and agree to the same representations, warranties, covenants and agreements with respect to the 2009 Bonds, as of the date of this Amended and Supplemental Mortgage.

SECTION 1.7. The additional mortgage and security interest granted by LMC to Trustee in the Mortgaged Property in this Amended and Supplemental Mortgage shall be deemed to be on a parity basis with the mortgage and security interest in the Mortgaged Property granted to Trustee by LMC pursuant to the Mortgage.

SECTION 1.8. The remaining terms and conditions of the Mortgage shall remain the same without change, and, except to the extent expressly amended or modified herein, LMC and the Trustee hereby ratify and reaffirm each and every term, provision, agreement, covenant and obligation set forth in the Mortgage as of the date of this Amended and Supplemental Mortgage.

SECTION 1.9. This Amended and Supplemental Mortgage is binding upon and inures to the benefit of the parties and their respective successors, heirs and assigns.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Amended and Supplemental Mortgage, as of the day and year first above written.

“Trustee”

U.S. BANK NATIONAL ASSOCIATION.

By: _____
Its: _____

"LMC"

LOUISVILLE MEDICAL CENTER, INC.

By: _____
Robert Barbier, Chairman

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me, a Notary Public, by _____, as _____ of U.S. Bank National Association, on behalf of said association, on this 31st day of August, 2009.

My commission expires: _____

NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me, a Notary Public, by Robert Barbier, as the Chairman of Louisville Medical Center, Inc., on behalf of the said corporation, on the 31st day of August, 2009.

My commission expires: _____

NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

D. Randall Gibson
Stoll Keenon Ogden PLLC
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